

EXHIBIT B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION

STARCHA SPORRER,

Plaintiff,

-vs-

Case No.: 1:22-cv-01110-WCG

JOSEPH DULAK and KEEKO, LLC,

Defendants.

DEPOSITION OF: JOSEPH S. DULAK

DATE: July 11, 2023

TIME: 11:59 a.m. - 1:59 p.m.

LOCATION: JOHNSON & WILSON LAW S.C.
1745 Stephenson Street
Marinette, Wisconsin

REPORTED BY:
CARRIE S. BOHRER, RPR, RMR, CRR
CARRIE BOHRER REPORTING, LLC
www.cbreportingllc.com
920-606-3046



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<p>1 A P P E A R A N C E S</p> <p>2</p> <p>3 JOHNSON & WILSON LAW S.C., by</p> <p>4 NATHANIEL A. JOHNSON, Attorney at Law</p> <p>5 1745 Stephenson Street</p> <p>6 Marinette, Wisconsin 54143</p> <p>7 715-735-6671</p> <p>8 nathaniel@johnsonwilsonlaw.com</p> <p>9 appeared on behalf of the Plaintiff</p> <p>10</p> <p>11 DYKEMA GOSSETT PLLC, by</p> <p>12 JAMES F. HERMON, Attorney at Law</p> <p>13 400 Renaissance Center</p> <p>14 Detroit, Michigan 48243</p> <p>15 313-568-6540</p> <p>16 jhermon@dykema.com</p> <p>17 appeared on behalf of the Defendants</p> <p>18</p> <p>19 Also Present: Starcha Sporrer, Plaintiff</p> <p>20</p> <p>21 * * * * *</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 TRANSCRIPT OF PROCEEDINGS</p> <p>2 (Exhibit 8, 10, and 11 marked for</p> <p>3 identification.)</p> <p>4 JOSEPH S. DULAK, called as a witness</p> <p>5 herein, having been first duly sworn/affirmed,</p> <p>6 was examined and testified as follows:</p> <p>7 MR. HERMON: Before we go on the</p> <p>8 record with questions, we did have a discussion</p> <p>9 about the videotaping of the deposition, as the</p> <p>10 deposition was noticed only stenographically and</p> <p>11 not for video deposition, and that agreement is</p> <p>12 that the video will be permitted and -- with the</p> <p>13 understanding that it will not be used or filed</p> <p>14 in any document with the court and that I get a</p> <p>15 copy of it when the deposition is concluded.</p> <p>16 Correct?</p> <p>17 MR. JOHNSON: Correct. Agreed.</p> <p>18 We'll provide it on a thumb drive to you --</p> <p>19 MR. HERMON: That's fine.</p> <p>20 MR. JOHNSON: -- to be used.</p> <p>21 Okay. This is a deposition of Joseph Dulak</p> <p>22 in a lawsuit by Starcha Sporrer against Mr. Dulak</p> <p>23 and Keeko, LLC. It is currently pending in the</p> <p>24 U.S. District Court for the Eastern District of</p> <p>25 Wisconsin, Green Bay Division. It's being</p>
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<p>1 I N D E X</p> <p>2 EXAMINATION BY: PAGE</p> <p>3 Mr. Johnson 5</p> <p>4</p> <p>5 EXHIBITS MARKED: PAGE ID'D</p> <p>6 Exhibit 8 Defendants' Initial Disclosures</p> <p>7 Pursuant to Fed. R. Civ. P. 26 ... 4</p> <p>8 Exhibit 10 7/6/20 email to Starcha from Joe</p> <p>9 Dulak and Lease and Option to</p> <p>10 Purchase 37</p> <p>11 Exhibit 11 Text message exchange between</p> <p>12 Ms. Sporrer and Mr. Dulak 59</p> <p>13</p> <p>14 Exhibit 12 Letter addressed to Starcha</p> <p>15 James 66</p> <p>16 (Original exhibits were attached to original</p> <p>17 transcript; copies to transcript copies.)</p> <p>18</p> <p>19 REQUESTED INFORMATION: PAGE</p> <p>20 NONE</p> <p>21</p> <p>22 (Original transcript filed with Attorney Johnson.)</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 conducted at the law offices of Johnson & Wilson</p> <p>2 in Marinette, Wisconsin, on July 11th, 2023.</p> <p>3 Present in the room are the deponent,</p> <p>4 Mr. Dulak; the plaintiff, Ms. Sporrer; along</p> <p>5 with counsel for both of them; and the court</p> <p>6 reporter.</p> <p>7 EXAMINATION</p> <p>8 BY MR. JOHNSON:</p> <p>9 Q Good morning, Mr. Dulak.</p> <p>10 A Good morning.</p> <p>11 Q How are you?</p> <p>12 A Very good.</p> <p>13 Q So now we're afternoon. We got one minute.</p> <p>14 MR. HERMON: 8 seconds, but yeah.</p> <p>15 Q As you know, I'm the attorney representing</p> <p>16 Ms. Sporrer in a lawsuit that makes several</p> <p>17 allegations of sexual harassment amongst other</p> <p>18 issues related to a lease, an option to purchase.</p> <p>19 You've been participating in this lawsuit since</p> <p>20 the beginning. And today we're going to be</p> <p>21 asking you questions related to it. Now, I'm</p> <p>22 going to go over the rules, and I know you were</p> <p>23 present for Anita's deposition prior to this,</p> <p>24 and the rules will be the same. But as a</p> <p>25 formality I want to remind you to make sure that</p>



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<p>1 State Wide over something related to a septic 2 system? 3 A Correct. 4 Q And are you aware of any other lawsuits in the 5 last ten years with State Wide involvement? 6 Excluding this one, of course. 7 A No. Not that I can recall, no. 8 Q Are you aware of any administrative proceeding 9 or complaint that any person involved with State 10 Wide, and what I mean by that is any independent 11 contractor, employee, or owner of State Wide, 12 was involved in? So that would include 13 complaints that were filed with any state 14 commission, such as a real estate licensing 15 board, either in Wisconsin or Michigan, or any 16 other agency. And I'll -- within the last ten 17 years. 18 A Oh, boy. I -- nothing against me personally. 19 Perhaps with an agent or something within the 20 office. 21 Q Do you recall any complaints that were filed 22 against your agents? 23 A I recalled a complaint filed by Starcha against 24 an agent in an outside company. 25 Q Okay. So it was filed against someone else?</p>	<p>1 does that date in specific stand out to you? 2 A Something stands out where -- it was a date that 3 stands out because something -- some paperwork 4 was filed with the State. 5 Q Do you know what paperwork that was? 6 A I don't recall. I believe in October 7 something -- somewhere I seen something 8 October 18th. I don't remember what it is. But 9 October -- not -- excuse me. June -- 8/18. Not 10 October 8. The month of August. Somewhere in 11 there. 12 Q I'm a little confused. October, the month of 13 August? 14 A 8. The month of 8. January, February, March -- 15 Q Oh. Got the month wrong. 16 A Yeah. 17 Q Okay. Thank you. Thank you for the clarity. 18 8/18 of '18? 19 A I believe so. 20 Q Lot of 8s. 21 A Yeah. 22 Q So when -- when Starcha started her relationship 23 with State Wide Real Estate, can you tell me 24 about what happened? Did she approach State 25 Wide? Did you or someone from State Wide</p>
Page 11	Page 13
<p>1 A Correct. 2 Q Any that were filed against agents that worked 3 for State Wide? 4 A I don't recall. I would say no. I don't recall. 5 To the best of my recollection I can't think of 6 any. 7 Q Thank you. How did you first meet Starcha 8 Sporrer? 9 A I -- could you please rephrase that question for 10 me? 11 Q When was the first -- do you know Starcha 12 Sporrer? 13 A Yes. 14 Q How did you meet her? 15 A Many years ago. I'm not sure when, but many 16 years ago. 17 Q Was it through a professional contact, a personal 18 contact, out in the community? Do you recall at 19 all? 20 A Likely through some real estate capacity. 21 Q Okay. And at what point did she become involved 22 with State Wide Real Estate? 23 A I believe it was October 18th of 2018. Not sure 24 of the year. 25 Q But you're sure of the date October 18th. Why</p>	<p>1 approach her? How did that all start? 2 A Previous to her requesting being licensed with 3 State Wide as an independent contractor, on a 4 few occasions in previous months the subject in 5 conversation came up about her dissatisfaction 6 where she was employed, an independent contractor 7 of. And I informed her of the State Wide 8 organization and our family of what we have to 9 offer our team players as an independent 10 contractor. 11 Q When you did that, did you use the term 12 "independent contractor" as you discussed it 13 with her? 14 A Every real estate agent that holds a license 15 knows they are an independent contractor. It's 16 just the way the industry works. 17 Q So I'll represent to you that I have a real 18 estate license and a broker's license, and 19 though I agree with you that the industry works 20 that way, that's not always the standard. There 21 are some real estate agents who are employees. 22 Have you ever had a real estate agent who was an 23 employee? 24 A No. 25 Q Are you aware of any firms that do?</p>



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<p>1 A I'm not sure what other firms do.</p> <p>2 Q Okay. You said that she was working somewhere</p> <p>3 that -- she being Starcha was working somewhere</p> <p>4 else when you discussed the benefits that State</p> <p>5 Wide may have for her. Do you know where she</p> <p>6 was working at that time?</p> <p>7 A Place Perfect Real Estate.</p> <p>8 Q And when you had that discussion after you</p> <p>9 described what State Wide could do, at what point</p> <p>10 did she start working for State Wide?</p> <p>11 A I would have to guess. I'm not sure.</p> <p>12 Q Can you give me a ballpark?</p> <p>13 A Ballpark?</p> <p>14 Q Um-hmm.</p> <p>15 A Ballpark -- your question again?</p> <p>16 Q When she started working with State Wide.</p> <p>17 A Two -- three months maybe. Guessing.</p> <p>18 Q After that conversation? Is that what you're</p> <p>19 saying two, three months? I'm not sure what the</p> <p>20 two, three months means. I just want a little</p> <p>21 bit of clarification.</p> <p>22 A I'm -- I'm guessing. I really don't recall.</p> <p>23 Q Somewhere near that conversation? Is that what</p> <p>24 you're saying when you say two, three months?</p> <p>25 A Well, there perhaps were more than one</p>	<p>1 Q And what are those benefits and things that you</p> <p>2 could offer that the other firm could not?</p> <p>3 A I could offer her many more leads because I know</p> <p>4 a lot of people, and I filter the leads to the</p> <p>5 team members in my organization. I also offer</p> <p>6 my family team, I treat them like family, and</p> <p>7 consider loans to give them to help them out in</p> <p>8 difficult times. Could you repeat your question</p> <p>9 again?</p> <p>10 Q What the benefits are that you could offer that</p> <p>11 other firms could not. And so far you've listed</p> <p>12 filtering leads and loans when people are in</p> <p>13 difficult times.</p> <p>14 A Provide her a quality service of a truly</p> <p>15 concerned professional broker that has been in</p> <p>16 business for 40 years, give her an opportunity</p> <p>17 to learn and grow, and treat her fairly and</p> <p>18 equitably.</p> <p>19 Q What was your first impression of Ms. Sporrer</p> <p>20 when you first met her?</p> <p>21 A Green.</p> <p>22 Q So by green do you mean --</p> <p>23 A But had a lot of potential.</p> <p>24 Q So by green do you mean inexperienced?</p> <p>25 A She had some rough edges. And green but</p>
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<p>1 conversation.</p> <p>2 Q Okay. So you had conversations with her, and at</p> <p>3 some point she started working for State Wide,</p> <p>4 correct?</p> <p>5 A Correct.</p> <p>6 Q Okay. And you're not sure exactly when that was?</p> <p>7 A What, the dates of the conversations?</p> <p>8 Q No, when she started working for State Wide.</p> <p>9 A August of '18.</p> <p>10 Q Is when she started working for State Wide?</p> <p>11 A I believe, yeah. I mean, the dates get confusing</p> <p>12 after four, five years, obviously.</p> <p>13 Q Were you the one that hired her?</p> <p>14 A I'm not sure of the word "hired her," but am I</p> <p>15 the one that allowed her to join the State Wide</p> <p>16 team? Yes.</p> <p>17 Q Okay. Why? Why did you allow her to join the</p> <p>18 State Wide team?</p> <p>19 A I thought she had a lot of potential, I have a</p> <p>20 lot of experience as a broker, I thought I could</p> <p>21 supervise her, mentor her, be a good broker for</p> <p>22 her, allow her to be a member of a good State</p> <p>23 Wide team, offer her things the other broker</p> <p>24 couldn't, and had many benefits that the other</p> <p>25 brokerage firm did not offer.</p>	<p>1 potential.</p> <p>2 Q When she began working with State Wide, did you</p> <p>3 have her sign an independent contractor</p> <p>4 agreement?</p> <p>5 A I don't believe initially.</p> <p>6 Q Why not?</p> <p>7 A If I recall, out of the blue one day she calls</p> <p>8 and said, I'm ready to make the move; I want to</p> <p>9 do it now. (Nonword sound.) Whether it was</p> <p>10 late in the day or a weekend, I don't recall. I</p> <p>11 believe my secretary was out of town, and there</p> <p>12 are forms that are required to be filled out and</p> <p>13 signed by both the broker and the agent relative</p> <p>14 to license transfer. It was calling my secretary</p> <p>15 to get everything ready and put it together and</p> <p>16 just did not get to that part of it.</p> <p>17 Q Who's your secretary?</p> <p>18 A Anita Anderson.</p> <p>19 Q And was she an employee?</p> <p>20 A No.</p> <p>21 Q Are you familiar with the laws regarding who can</p> <p>22 and cannot be an independent contractor?</p> <p>23 A I'm not an expert in that.</p> <p>24 Q I just asked if you were familiar with the laws.</p> <p>25 I didn't ask if you were an expert. Have you</p>



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<p>1 A Yeah.</p> <p>2 Q Are you the boss?</p> <p>3 A Yes.</p> <p>4 Q Okay. In your capacity as the boss of State</p> <p>5 Wide, are you aware of any complaints filed by</p> <p>6 any of your independent contractors -- now, when</p> <p>7 I say filed, it doesn't have to be in writing,</p> <p>8 just brought up, a complaint about harassment in</p> <p>9 the family, as you've termed it, at State Wide.</p> <p>10 A No.</p> <p>11 Q So no one's ever complained that they felt</p> <p>12 uncomfortable at any given circumstance at State</p> <p>13 Wide?</p> <p>14 A No.</p> <p>15 Q What would you describe the culture at State</p> <p>16 Wide like? The corporate culture if I can use a</p> <p>17 term that's more commonly used.</p> <p>18 A Open, friendly, family, work together</p> <p>19 professionally, have fun, --</p> <p>20 Q Does that --</p> <p>21 A -- enjoy your job.</p> <p>22 Q Let's talk a little bit about what I'm going to</p> <p>23 hand you, which is Exhibit 2. Are you aware of</p> <p>24 what that document is?</p> <p>25 A Yes.</p>	<p>1 know is did you instruct anyone to create that</p> <p>2 lease?</p> <p>3 A This lease is a form agreement to which there is</p> <p>4 fill-in-the-blanks.</p> <p>5 Q And where did that form come from originally?</p> <p>6 A It's been around for many years. I did not</p> <p>7 create this form. This form I believe was</p> <p>8 created from my understanding by a local</p> <p>9 attorney and used by somebody else, and I</p> <p>10 received a copy of it and just started using a</p> <p>11 pre-made form.</p> <p>12 Q The original copy that you received, were there</p> <p>13 blanks in the copy to fill in?</p> <p>14 A Yes.</p> <p>15 Q Do you know who you believe the attorney to have</p> <p>16 been that created that document?</p> <p>17 A Not sure which attorney.</p> <p>18 Q So let's back up a little bit and talk about the</p> <p>19 house. So the house that is leased under that</p> <p>20 agreement, which -- are you aware of the address</p> <p>21 of that property?</p> <p>22 A Yes.</p> <p>23 Q And what is that address?</p> <p>24 A N2360 Rivers Edge Drive.</p> <p>25 Q Okay. Do you know how Keeko came about to own</p>
Page 23	Page 25
<p>1 Q And what is that document?</p> <p>2 A It says Lease and Option to Purchase Agreement.</p> <p>3 Q And how are you aware of that document?</p> <p>4 A This document was in files at my State Wide</p> <p>5 office, the format of this document.</p> <p>6 Q When you say the format of that document, are</p> <p>7 you referring to some type of a form document?</p> <p>8 A Correct.</p> <p>9 Q Do you know why that document that's before you</p> <p>10 was produced? Why that document before you was</p> <p>11 produced?</p> <p>12 A I guess I don't understand the question.</p> <p>13 Q All right. So we know that this lawsuit's about</p> <p>14 the lease and option that's between Keeko, LLC,</p> <p>15 that's part of the lawsuit, and Ms. Sporrer.</p> <p>16 Correct? You're aware of that? Is that true?</p> <p>17 A Yes.</p> <p>18 Q Okay. So what I want to find out is your</p> <p>19 involvement in that whole deal. The purchase of</p> <p>20 the property, the execution of the lease and</p> <p>21 option, and the management of Keeko. So my</p> <p>22 questions are all related to understand what your</p> <p>23 role in this whole process was. Fair enough?</p> <p>24 A Yes.</p> <p>25 Q So given that understanding, what I'd like to</p>	<p>1 that property?</p> <p>2 A Yes.</p> <p>3 Q Can you tell me about that?</p> <p>4 A Starcha called me one day. She was all excited.</p> <p>5 She said she showed a property to some people,</p> <p>6 and she thought the house is just fantastic, it</p> <p>7 would be great for her and her family, and in</p> <p>8 the worst way she thought it would be an ideal</p> <p>9 house for her and her family, and she said this</p> <p>10 house will not last on the market, she said she's</p> <p>11 in no position to buy it at that point in time,</p> <p>12 she asked if somehow I could get involved to</p> <p>13 facilitate this.</p> <p>14 Q The purchase of the property?</p> <p>15 A Correct. And she said this house won't last,</p> <p>16 and she needed answers extremely quick. I of</p> <p>17 course was concerned about her fiduciary.</p> <p>18 Q Can you describe what you mean by being concerned</p> <p>19 about her fiduciary?</p> <p>20 A Yes. Okay. Her fiduciary responsibility to the</p> <p>21 person she showed the house to. If she was a</p> <p>22 buyer's agent, she had to watch herself to expose</p> <p>23 herself from the liability to interject herself</p> <p>24 into the equation. I did not want to see a</p> <p>25 situation that would expose a fiduciary breach,</p>



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<p>1 because she already was reprimanded by the State</p> <p>2 one time for that, and I didn't want that to</p> <p>3 happen again.</p> <p>4 Q So as you're a supervising broker, what did you</p> <p>5 do to protect your independent contractor?</p> <p>6 A I told her, Are you a buyer's agent? Because</p> <p>7 you would be in trouble with your fiduciary if</p> <p>8 this was pursued. She said she was a seller's</p> <p>9 agent. I said, Good.</p> <p>10 Q So let's go back to the purchase of the house.</p> <p>11 She called you, she really wanted the house,</p> <p>12 asked you what you could do to help, and it was</p> <p>13 a quick timeline. So let's continue down that</p> <p>14 story. What happened next?</p> <p>15 A I told her I might consider it and don't act</p> <p>16 extremely spontaneously because spontaneous</p> <p>17 decisions get you in trouble.</p> <p>18 Q So what were you considering? Buying the house</p> <p>19 for her? Financing it for her?</p> <p>20 A Acting in some capacity to secure the property,</p> <p>21 and she could explain what she wanted to do to</p> <p>22 make the transaction happen.</p> <p>23 Q And did she do that? Did she explain what she</p> <p>24 could do to make the transaction happen?</p> <p>25 A She explained. She said, I have this house I</p>	<p>1 A Wrote -- an offer was written on the property, I</p> <p>2 believe it was listed for 169,900, I think,</p> <p>3 something like that. Offered I believe it was</p> <p>4 140.</p> <p>5 Q And was that offer written in your name?</p> <p>6 A Keeko.</p> <p>7 Q Okay. Are you a member of Keeko?</p> <p>8 A No.</p> <p>9 Q So Starcha asked you if you could purchase this</p> <p>10 home for her in some manner; you wrote an offer</p> <p>11 for an LLC, that was not your LLC, to purchase</p> <p>12 the home?</p> <p>13 A Correct.</p> <p>14 Q Did Starcha know that you were doing that through</p> <p>15 an LLC that was not your LLC?</p> <p>16 A Yes.</p> <p>17 Q Did you tell her?</p> <p>18 A Yes.</p> <p>19 Q And who are the members of Keeko, LLC?</p> <p>20 A Joseph -- Joseph Dulak. Joseph M.</p> <p>21 Q Is he the sole member?</p> <p>22 A I believe so. I'm not sure.</p> <p>23 Q How did you obtain the authority to bind the</p> <p>24 LLC?</p> <p>25 A I'm -- I'm authorized on behalf of Keeko.</p>
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<p>1 can sell, and I can pay this and do that, but in</p> <p>2 the meantime I need to secure this house quickly</p> <p>3 with a cash offer, and -- and she went over what</p> <p>4 she had to expend on the house and what she</p> <p>5 thought it was worth. I mean, she -- she was</p> <p>6 very persistent. And I prefer to talk on the</p> <p>7 phone, because there's more dialogue in a phone</p> <p>8 conversation than there is with texting. So she</p> <p>9 would text and she'd -- something about how much</p> <p>10 she was going to spend on it and what it would</p> <p>11 be worth, the \$12,000 she spends on it, it's</p> <p>12 worth -- and I said, You're optimistic on these</p> <p>13 numbers that you're thinking, and are you sure</p> <p>14 you really want this? And she said, Here's --</p> <p>15 here's what I can do, I can pay you off within a</p> <p>16 year, six months, a year absolutely max, and I</p> <p>17 can pay you a thousand dollars a month, and</p> <p>18 blah, blah, blah, blah, blah; can you somehow</p> <p>19 get involved to make this happen for me, but you</p> <p>20 have to act quick?</p> <p>21 I repeated, I do not like making quick</p> <p>22 movements and for her to seriously consider this.</p> <p>23 She was persistently texting me and -- and I just</p> <p>24 moved it forward.</p> <p>25 Q What do you mean by moved it forward?</p>	<p>1 Q Do you have a written agreement with Keeko?</p> <p>2 A Yes.</p> <p>3 Q And what does that written agreement say?</p> <p>4 A I don't know.</p> <p>5 Q In terms. Broad terms. What does it -- what</p> <p>6 does it grant you?</p> <p>7 MR. HERMON: Objection. Best</p> <p>8 evidence rule. Go ahead and answer if you know.</p> <p>9 A I really don't know.</p> <p>10 Q But there is some document out there?</p> <p>11 A Oh, yes.</p> <p>12 Q Okay. And are you the registered agent for</p> <p>13 Keeko, LLC?</p> <p>14 A I -- I don't know. I may be. I don't know.</p> <p>15 Q Do you believe that a registered agent should</p> <p>16 know if they're a registered agent?</p> <p>17 A There's many different legal terms to whatever</p> <p>18 this is, and I'm not an attorney. I know that</p> <p>19 attorneys prepared these entities for me and the</p> <p>20 appropriate documents necessary. Exactly what</p> <p>21 they all say I don't know.</p> <p>22 Q Did an attorney prepare the documents for Keeko,</p> <p>23 LLC?</p> <p>24 A Absolutely.</p> <p>25 Q And who was that attorney?</p>



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<p>1 A I would have to look back. Not sure.</p> <p>2 Q You're not sure. Was it a Wisconsin or a</p> <p>3 Michigan attorney?</p> <p>4 A I'm not sure.</p> <p>5 Q Do you know who contacted the attorney to set up</p> <p>6 Keeko?</p> <p>7 A Both Joe and I discussed it, and we agreed that</p> <p>8 an attorney should prepare appropriate</p> <p>9 documentation.</p> <p>10 Q Do you remember when that was?</p> <p>11 A I don't remember.</p> <p>12 Q Do you know what year Keeko was formed?</p> <p>13 A I really don't. I really don't.</p> <p>14 Q Is it very old?</p> <p>15 A What do you mean by old?</p> <p>16 Q Is it ten years old?</p> <p>17 A Good guess.</p> <p>18 Q Or more?</p> <p>19 A Somewhere in that area.</p> <p>20 Q Somewhere --</p> <p>21 A Somewhere in that area.</p> <p>22 Q What was the purpose of Keeko? Why did you form</p> <p>23 it?</p> <p>24 A Real estate investment company.</p> <p>25 Q So that real estate investment company existed</p>	<p>1 Rivers Edge property?</p> <p>2 A Repeat that, please.</p> <p>3 Q Did you instruct Anita Anderson to fill in the</p> <p>4 blank on the form that resulted in becoming</p> <p>5 Exhibit 2 in front of you, with the terms for</p> <p>6 this deal, with Starcha, with Keeko, with the</p> <p>7 rental payments, did you instruct her to do</p> <p>8 that?</p> <p>9 A I instructed her to give me a copy of this</p> <p>10 agreement.</p> <p>11 Q As completed?</p> <p>12 A No.</p> <p>13 Q Blank?</p> <p>14 A Well, just with all of it except the name of the</p> <p>15 person and the address of the property and --</p> <p>16 you know, they just -- just -- so this form was</p> <p>17 given to me and it -- parts were blank, and I</p> <p>18 put the address, the -- the amount, and the down</p> <p>19 payment, and what the monthly payments are, and</p> <p>20 then I filled in the blanks and then gave it to</p> <p>21 Anita.</p> <p>22 Q And then what did -- are you aware of what Anita</p> <p>23 did with it after you gave it to her?</p> <p>24 A Well, obviously typed -- just filled in the</p> <p>25 blanks.</p>
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<p>1 prior to Starcha approaching you about the</p> <p>2 purchase of the Rivers Drive property?</p> <p>3 A Many, many, many years.</p> <p>4 Q And did Keeko at that time own other properties?</p> <p>5 A I'm not sure. I would think -- I think so.</p> <p>6 Q Okay. In the past had Keeko ever used that form</p> <p>7 lease for any of the other properties it owned?</p> <p>8 A I'm not sure if Keeko used it, but other entities</p> <p>9 used this form.</p> <p>10 Q Entities that are owned by you?</p> <p>11 A Perhaps.</p> <p>12 Q Well, either they were or they were not.</p> <p>13 A I'm not sure.</p> <p>14 Q Did any entities owned or controlled by you use</p> <p>15 that form?</p> <p>16 A Yes.</p> <p>17 Q Do you know which ones?</p> <p>18 A Not by recollection.</p> <p>19 Q But you do know that it was used?</p> <p>20 A Yes.</p> <p>21 Q Let's fast-forward back to the very document in</p> <p>22 front of you, Exhibit 2, as it's completed. Did</p> <p>23 you instruct Anita Anderson to fill in the blanks</p> <p>24 on the form as -- as you've stated it was, with</p> <p>25 terms related to the purchase and lease of the</p>	<p>1 Q So you handwrote on it, gave it to her, and she</p> <p>2 took those handwritings and turned it into type</p> <p>3 on I assume a computer or a typewriter; is that</p> <p>4 accurate?</p> <p>5 A Yes.</p> <p>6 Q Prior to you doing that -- well, let me ask you</p> <p>7 this. Let me strike that.</p> <p>8 When you completed that form, had you</p> <p>9 purchased the property already? Had Keeko</p> <p>10 purchased the property already?</p> <p>11 A No.</p> <p>12 Q So you prepared a lease for a property that was</p> <p>13 not purchased; is that correct?</p> <p>14 A It had an accepted offer.</p> <p>15 Q So it was an accepted offer. Do you know what</p> <p>16 date that offer closed?</p> <p>17 A The offer closed?</p> <p>18 Q Um-hmm. What date was the property purchased,</p> <p>19 the transaction closed?</p> <p>20 A I believe what had happened, in sequence, is once</p> <p>21 the offer was accepted, I texted Starcha and I</p> <p>22 told her to call me.</p> <p>23 Q And do you know that date?</p> <p>24 A 5/14, I believe. I believe it was May 14th.</p> <p>25 Q Is when you believe the offer was accepted?</p>



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<p>1 A Correct. And I called Starcha -- I texted her.</p> <p>2 I said, Call me.</p> <p>3 Q Okay. And at that point, is that when you</p> <p>4 started preparing the lease and option agreement,</p> <p>5 or was that already prepared?</p> <p>6 A No. I talked to her and I said, Starcha, we need</p> <p>7 to be crystal clear on how this is moving forward.</p> <p>8 I want you to know that there is an accepted</p> <p>9 offer on the property. I also want you to be</p> <p>10 crystal clear as to how this will be structured.</p> <p>11 I said, What I am proposing is a lease and an</p> <p>12 option to purchase. That lease and option to</p> <p>13 purchase gives you one year to consummate the</p> <p>14 transaction. You will pay one thousand dollars</p> <p>15 a month, as rent. You are a tenant. This is</p> <p>16 not a land contract. This is a lease option.</p> <p>17 Any improvements that you make during the term</p> <p>18 of the lease, it will be all spelled out in the</p> <p>19 lease option, are improvements you're allowed to.</p> <p>20 You can also pay any amount you want previous at</p> <p>21 any time. You have to make your payments, you</p> <p>22 have to consummate this transaction for the</p> <p>23 option period, and if you don't honor your</p> <p>24 commitment on it, you are chopped liver.</p> <p>25 Q Did you use that term when you called her?</p>	<p>1 previously, but I never, ever agreed to a land</p> <p>2 contract.</p> <p>3 Q So the first time you mentioned the terms of</p> <p>4 this lease and option agreement were sometime</p> <p>5 after May 14th when you had an accepted offer on</p> <p>6 the property; is that accurate?</p> <p>7 A May have said something previous to that, but I</p> <p>8 wanted her to -- to see the entire agreement in</p> <p>9 its entirety, be comfortable with it moving</p> <p>10 forward.</p> <p>11 Q So your testimony is that on or about 5/14,</p> <p>12 shortly thereafter, you called Starcha to outline</p> <p>13 this deal. Did you fill out this lease and</p> <p>14 option agreement that same day or was it a</p> <p>15 different day?</p> <p>16 A I'm not sure.</p> <p>17 Q Do you know if it was relatively quick?</p> <p>18 A Oh, relatively quick. Just --</p> <p>19 Q So within a week?</p> <p>20 A Yes.</p> <p>21 Q When did you -- did -- let me ask you. Did you</p> <p>22 send it to Starcha, the agreement, that lease</p> <p>23 option agreement?</p> <p>24 A No. I said, It's at the office, stop on by.</p> <p>25 She's in and out of the office. Stop on by,</p>
Page 35	Page 37
<p>1 A Chopped liver. Yes, sir, I did. If you don't</p> <p>2 honor the terms and conditions of this contract,</p> <p>3 you're chopped liver. You will lose all your</p> <p>4 improvements, you'll lose any money you put down,</p> <p>5 and it's -- it's party over. Stick a fork in it.</p> <p>6 Q And did you produce this document then after</p> <p>7 that conversation?</p> <p>8 A I told her that that's the -- that's what I</p> <p>9 propose moving forward. I said, Anita will have</p> <p>10 this for you; it will be over at the Menominee</p> <p>11 office. Come on over, look at it, understand</p> <p>12 it, be happy with it. If you are, you sign it.</p> <p>13 If you're not happy with it, I am not excited</p> <p>14 about buying this house and doing this</p> <p>15 transaction as I have nothing to gain from this</p> <p>16 whatsoever. The price is set, what I'm paying</p> <p>17 for it. This is a benefit to you. You need to</p> <p>18 be comfortable with this. And if you are, sign</p> <p>19 it; we'll move the transaction forward. If not,</p> <p>20 there is an out policy on the offer, and we'll</p> <p>21 just scrap the deal if it doesn't work, you're</p> <p>22 not happy with it, and just end it.</p> <p>23 Q Was there any discussion of a land contract</p> <p>24 prior to that phone call?</p> <p>25 A She had said something about a land contract</p>	<p>1 look at it.</p> <p>2 Q And that was all verbally?</p> <p>3 A Correct.</p> <p>4 Q At any point did you email it to her?</p> <p>5 A No. She was stopping by the office.</p> <p>6 Q So you did not email it to her?</p> <p>7 A I don't recall. I don't recall. She's --</p> <p>8 because she's stopping by the office.</p> <p>9 Q I'm going to hand you what's been marked</p> <p>10 Exhibit 10. I'll give you a moment to look at</p> <p>11 that.</p> <p>12 A (Reviewing document.) Yeah.</p> <p>13 Q Can you tell me what this is when you're ready?</p> <p>14 A Lease and option.</p> <p>15 MR. HERMON: I'm going to enter an</p> <p>16 objection to 10 on authenticity grounds, but go</p> <p>17 ahead. There's no indication that this was an</p> <p>18 attachment to the email.</p> <p>19 MR. JOHNSON: I'm asking him if he</p> <p>20 can identify it, so I'm going through that</p> <p>21 authentication.</p> <p>22 MR. HERMON: Okay. Let's see if it</p> <p>23 can be authenticated.</p> <p>24 A It's a Lease and Option to Purchase.</p> <p>25 Q Do you see the first page where it -- I'll direct</p>



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<p>1 A Yes.</p> <p>2 Q And what were the terms of those deals and who</p> <p>3 were the agents? Let's just deal with last</p> <p>4 year.</p> <p>5 A Last year.</p> <p>6 Q We'll do last year.</p> <p>7 A Okay.</p> <p>8 Q So '22.</p> <p>9 A John Christopherson, 16,000.</p> <p>10 Q And did he pay that back?</p> <p>11 A Yes.</p> <p>12 Q Who else?</p> <p>13 A Brandie Gromala, \$30 -- 30-some thousand.</p> <p>14 Q And did she pay that back?</p> <p>15 A Yes.</p> <p>16 Q Okay.</p> <p>17 A Also another one to friends and family -- yeah,</p> <p>18 I would -- 63,000 paid back.</p> <p>19 Q To who? I didn't catch the name.</p> <p>20 A Brandie Gromala, I believe.</p> <p>21 Q 63,000?</p> <p>22 A I believe so. I'm not sure of the dollar amount.</p> <p>23 Q So would it be safe to say that it was a similar</p> <p>24 pattern in prior years? Maybe not the same</p> <p>25 agents but agents would come to you and borrow</p>	<p>1 A Not all of them.</p> <p>2 Q Are you familiar with the entry from March 12th,</p> <p>3 '21, the \$2,000 entry?</p> <p>4 A No.</p> <p>5 Q So that entry says that it's a -- paid \$2,000 on</p> <p>6 down price -- down purchase price. Were you</p> <p>7 aware in March that she had paid \$2,000 on the</p> <p>8 purchase price of the home?</p> <p>9 A I don't recall.</p> <p>10 Q But someone at your office was? Anita knew,</p> <p>11 correct?</p> <p>12 A Pardon me?</p> <p>13 Q Anita knew about the \$2,000 payment, correct?</p> <p>14 A Well, it's on the sheet.</p> <p>15 Q Did you instruct her to take 2,000 out of a</p> <p>16 commission check?</p> <p>17 A I don't recall. I don't believe so.</p> <p>18 Q Okay. Was that \$2,000 to the best of your</p> <p>19 recollection deposited into Keeko's bank account?</p> <p>20 A I'm sure it was.</p> <p>21 Q And the check date and deposit date according to</p> <p>22 this is March 12th, '21; is that correct?</p> <p>23 A That's what it says, yes.</p> <p>24 Q Okay. Are you aware of what other amounts, if</p> <p>25 any, were taken out of Starcha's commission</p>
Page 47	Page 49
<p>1 money and typically --</p> <p>2 A Yes.</p> <p>3 Q -- you'd be paid out of commissions --</p> <p>4 A Yes.</p> <p>5 Q -- or something similar?</p> <p>6 A (Nods head up and down.)</p> <p>7 Q Okay. So you were in here for Anita Anderson's</p> <p>8 deposition, and in her deposition she testified</p> <p>9 and she was asked questions about amounts that</p> <p>10 were withheld or at least allegedly withheld out</p> <p>11 of Starcha's paycheck. Are you familiar with</p> <p>12 the commission checks that your agents receive?</p> <p>13 Is that something that you would review as part</p> <p>14 of your job?</p> <p>15 A Yes.</p> <p>16 Q Are you familiar with Starcha's checks?</p> <p>17 A Not all of them.</p> <p>18 Q I'll hand you Exhibit 3. Right there. And on</p> <p>19 Exhibit 3, as you heard Anita testify that she</p> <p>20 produced this document. And it is the rental</p> <p>21 payments that were applied under the lease and</p> <p>22 option agreement. Do you recall that testimony?</p> <p>23 A Yes.</p> <p>24 Q Okay. Are you familiar with these checks and</p> <p>25 payments on here?</p>	<p>1 checks besides the franchise fee of -- I believe</p> <p>2 you said it was 7 percent? Is that accurate?</p> <p>3 A Correct. Well, in -- correct. Initially in 2018</p> <p>4 when she -- when she started, it was 7 percent.</p> <p>5 Q What is it now?</p> <p>6 A 5 -- it was reduced to 5 percent.</p> <p>7 Q Okay. Did you always take that percentage out</p> <p>8 of her commission checks?</p> <p>9 A Well, it just come -- I think -- it doesn't come</p> <p>10 out of her checks. It just comes off of the</p> <p>11 gross amount that's paid to State Wide.</p> <p>12 Q Okay. So is that taken out at closing on the</p> <p>13 closing statement?</p> <p>14 A No. It -- the gross amount comes in as a check</p> <p>15 payable to State Wide.</p> <p>16 Q Um-hmm.</p> <p>17 A And then, as I explained, a sheet is composed,</p> <p>18 gross amount, less any referral fees or what's</p> <p>19 paid out, if they have to refer to another</p> <p>20 company or whatever, and then the corporate</p> <p>21 franchise fee is 7 percent or 5 percent, and</p> <p>22 then down for a net figure.</p> <p>23 Q Did you give that money back to Starcha at the</p> <p>24 end of the year?</p> <p>25 A No.</p>




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<p>1 Q Did you give her a bonus at the end of the year?</p> <p>2 A There were years I gave her a bonus, yes.</p> <p>3 Q Did that bonus -- or was that bonus the same</p> <p>4 amount as what was taken out for a franchise fee?</p> <p>5 A No.</p> <p>6 Q How did you come to the number of the bonus?</p> <p>7 A In our discussions previous to her becoming an</p> <p>8 independent contractor, within our agreement, she</p> <p>9 wanted more than the 75 percent of the net. I</p> <p>10 explained to her it's difficult to have a company</p> <p>11 to be paying out those dollar amounts and be</p> <p>12 operationally profitable. I said provided -- I</p> <p>13 said I will -- if the following occurred, I will</p> <p>14 give you a bonus: If the company has a good</p> <p>15 year; my company is operationally profitable; if</p> <p>16 you -- good, loyal, team-playing individual,</p> <p>17 family member of the State Wide organization; I</p> <p>18 don't have to spend extensive time mentoring you</p> <p>19 or babysitting your transactions; if I don't get</p> <p>20 sued for any action on your behalf; if it's a</p> <p>21 great year and everything is good and everything</p> <p>22 goes well, I may be able to pay you a bonus equal</p> <p>23 to 5 percent of your net sales.</p> <p>24 Q And that was all a discussion prior to her</p> <p>25 becoming an independent contractor?</p>	<p>1 from Starcha. I said if she has a problem --</p> <p>2 talk to her. If she has a problem, have her call</p> <p>3 me. But I'd like my independent contractor; it's</p> <p>4 been long enough, waiting, and asking for it.</p> <p>5 And I said, Please work on that. And I went on</p> <p>6 to something else.</p> <p>7 Q So you didn't tell her to not issue the checks?</p> <p>8 Because you just testified she had already</p> <p>9 written them out.</p> <p>10 A She had a stack of checks. I didn't even</p> <p>11 know -- there's stuff in there like -- a stack</p> <p>12 like that (indicating). When checks are signed</p> <p>13 or -- signed and --</p> <p>14 Q Do you sign the checks or does she?</p> <p>15 A I sign the checks.</p> <p>16 Q So she prepares a stack of checks, you look them</p> <p>17 over and sign them and then I assume she sends</p> <p>18 them out, correct?</p> <p>19 A That is correct.</p> <p>20 Q Did you tell her not to give Starcha her checks</p> <p>21 until Starcha returned the independent contractor</p> <p>22 agreement?</p> <p>23 A I don't believe I necessarily put it that way.</p> <p>24 I -- I don't recall. I said, What's the problem?</p> <p>25 How come? Wait for Starcha again? What's the</p>
Page 51	Page 53
<p>1 A Correct.</p> <p>2 Q So prior to 2018?</p> <p>3 A Correct.</p> <p>4 Q During Anita's deposition we had some text</p> <p>5 messages which Anita stated in her conversation</p> <p>6 with Starcha that she had to get authorization</p> <p>7 from you to cut the checks and that -- you heard</p> <p>8 her testimony is that you didn't want any -- you</p> <p>9 wanted her to stop doing what she was doing and</p> <p>10 get the independent contractors. And she</p> <p>11 happened to be writing commission checks at the</p> <p>12 time. Is that accurate testimony?</p> <p>13 A As I recall, from a procedural thing, all agents</p> <p>14 received their independent contractor agreements.</p> <p>15 Some of them came back immediately. Some of them</p> <p>16 you had to remind people. Periodically I would</p> <p>17 ask Anita, How's everything coming in? Yeah,</p> <p>18 well, this one -- they all came back -- John, is</p> <p>19 what he says. Who else? Starcha. Well, typical</p> <p>20 to wait for Starcha, but okay.</p> <p>21 I don't know if it was a weekend or I was</p> <p>22 going out of town, and she had written checks,</p> <p>23 and I said, Is everything taken care of? I</p> <p>24 said, Darn it, see -- get that from Starcha;</p> <p>25 what's the problem? And I never heard anything</p>	<p>1 problem? Have her call me if there's a problem.</p> <p>2 Q So you're not sure exactly what you said, but is</p> <p>3 it true that she didn't get her checks until she</p> <p>4 signed the agreement?</p> <p>5 A No. No. She would have got her check, I think,</p> <p>6 irrespective of that. I just wanted to have the</p> <p>7 contractor agreement back or have Starcha call</p> <p>8 me to see what the problem is, which she never</p> <p>9 did.</p> <p>10 Q So --</p> <p>11 A And I was unaware of anything.</p> <p>12 Q At this point you're -- Starcha had been there</p> <p>13 for a year, and maybe you could help me</p> <p>14 understand why it was so urgent to have a signed</p> <p>15 independent contractor agreement at that very</p> <p>16 moment when she had been there for a full year.</p> <p>17 A Just office policy. Everybody get them back.</p> <p>18 What's the problem? Everybody --</p> <p>19 Q Did you issue new ones to everybody?</p> <p>20 A Yes.</p> <p>21 Q Okay. All your agents received new independent</p> <p>22 contractor agreements. Was that in the fall of</p> <p>23 '19?</p> <p>24 A I believe so.</p> <p>25 Q Okay. Why did you send everybody new agreements?</p>



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<p>1 Q It's not there anymore.</p> <p>2 A Oh. I -- I don't remember. I don't remember.</p> <p>3 MR. JOHNSON: Let's take a --</p> <p>4 actually, one more question, then we'll take a</p> <p>5 break.</p> <p>6 (Exhibit 12 marked for identification.)</p> <p>7 Q Number 12, have you ever seen either side of</p> <p>8 this document?</p> <p>9 A No.</p> <p>10 Q Is this handwriting similar to your handwriting?</p> <p>11 A Not at all.</p> <p>12 Q Other than in this lawsuit, it's your testimony</p> <p>13 you've never seen or witnessed this letter?</p> <p>14 A Nothing to do with this. Absolutely nothing to</p> <p>15 do with this.</p> <p>16 MR. JOHNSON: Okay. All right.</p> <p>17 We'll take a -- why don't we take a ten-minute</p> <p>18 break.</p> <p>19 THE WITNESS: Okay.</p> <p>20 MR. JOHNSON: We can go off the</p> <p>21 record. Thank you.</p> <p>22 (Recess held.)</p> <p>23 MR. JOHNSON: All right. We can go</p> <p>24 back on the record.</p> <p>25 Q We were discussing loans that you had given to</p>	<p>1 would have normally made you want to get it in</p> <p>2 writing?</p> <p>3 A I'm trying to think of the ones that I did. Just</p> <p>4 depends on the circumstance, what --</p> <p>5 Q Would you charge -- I'm sorry. Were you saying</p> <p>6 something?</p> <p>7 A (Shakes head from side to side.)</p> <p>8 Q Would you charge the same interest rate on all</p> <p>9 the loans or did that change?</p> <p>10 A No. Varied. Sometimes nothing.</p> <p>11 Q So sometimes you wouldn't charge interest?</p> <p>12 A Correct.</p> <p>13 Q What would make one loan have interest and one</p> <p>14 loan not? What were the factors you would</p> <p>15 consider?</p> <p>16 A Just given the situation.</p> <p>17 Q Do you remember, did you charge Starcha interest?</p> <p>18 A I don't specifically recall. Nominal at best,</p> <p>19 not --</p> <p>20 Q When you say nominal, are you referring to like</p> <p>21 the minimum imputed interest rate or something</p> <p>22 like that?</p> <p>23 A This was similar to loaning a family member</p> <p>24 money.</p> <p>25 Q Would you talk about the repayment terms? So</p>
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<p>1 independent contractors that work for you. Were</p> <p>2 there agreed payment terms for each of these</p> <p>3 loans?</p> <p>4 A Yes, we agreed.</p> <p>5 Q And were those verbal or written agreements,</p> <p>6 typically?</p> <p>7 A I'm not sure. Both.</p> <p>8 Q Both? Sometimes written, sometimes verbal? Is</p> <p>9 that accurate?</p> <p>10 A I believe so. I -- I don't recall. 100 percent.</p> <p>11 Q Do you know which one was more common?</p> <p>12 A I -- horse apiece.</p> <p>13 Q Would it depend on the size of the loan? For</p> <p>14 instance, a \$5,000 loan versus a \$60,000 loan,</p> <p>15 would you be more likely to get written terms on</p> <p>16 the larger loan?</p> <p>17 A Not necessarily.</p> <p>18 Q Would it depend on the person that you're lending</p> <p>19 it to?</p> <p>20 A Just given the situation.</p> <p>21 Q So you would just take it case by case and shoot</p> <p>22 from the hip? Is that kind of what I'm hearing?</p> <p>23 A Not shoot from the hip. Just have a good</p> <p>24 understanding.</p> <p>25 Q Okay. Was there any specific circumstance which</p>	<p>1 were there expectations on when it would be</p> <p>2 repaid and how?</p> <p>3 A Everything's clearly understood from a repayment</p> <p>4 perspective, yes, before it's consummated, yes.</p> <p>5 Q And with Starcha's loans, was the agreement that</p> <p>6 you would take a certain sum out of her</p> <p>7 commission checks as she earned them?</p> <p>8 A Well, she had made a commitment as to how it was</p> <p>9 going to be repaid.</p> <p>10 Q And what were those -- what was that commitment?</p> <p>11 For the cash advances, not the lease and option.</p> <p>12 A Her cash advances were generally you can take --</p> <p>13 just take it out of my commission checks as they</p> <p>14 come forward.</p> <p>15 Q Would there be a fixed amount, like take a</p> <p>16 thousand dollars per check?</p> <p>17 A Whatever was agreed upon. I -- I don't recall</p> <p>18 the specifics.</p> <p>19 Q Did you ever take a larger amount of a commission</p> <p>20 check than you originally agreed on?</p> <p>21 A I don't believe so.</p> <p>22 Q And you don't recall what the specific amounts</p> <p>23 that you agreed to take were?</p> <p>24 A I don't recall.</p> <p>25 Q Do you keep a record of these things?</p>



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<p>1 A Yes.</p> <p>2 Q Are you willing to provide that to me?</p> <p>3 MR. HERMON: Objection. If you want</p> <p>4 documents -- by request for production we'll</p> <p>5 produce them in due course under the rules.</p> <p>6 MR. JOHNSON: I'm asking if he's</p> <p>7 willing to.</p> <p>8 MR. HERMON: I'm instructing him that</p> <p>9 he's not going to. He's going to do it by the</p> <p>10 rules.</p> <p>11 MR. JOHNSON: I think it's his</p> <p>12 decision.</p> <p>13 A At the advice of my counsel I will take my</p> <p>14 counsel's advice.</p> <p>15 Q So you're refusing to provide them?</p> <p>16 MR. HERMON: Unless you provide --</p> <p>17 Q You have the -- just to be clear, you have the</p> <p>18 right to refuse. I'm just clarifying that you're</p> <p>19 refusing to provide them.</p> <p>20 MR. HERMON: I'm -- we're not --</p> <p>21 we're not refusing or -- or agreeing to provide</p> <p>22 anything. We're saying there are rules in the</p> <p>23 Federal Rules of Civil Procedure you have to</p> <p>24 follow. If you want to file a request for</p> <p>25 documents, follow those rules and we'll deal</p>	<p>1 STATE OF WISCONSIN)</p> <p>2 COUNTY OF BROWN)</p> <p>3</p> <p>4</p> <p>5 I, CARRIE S. BOHRER, a Notary Public,</p> <p>6 Registered Professional Reporter, Registered Merit</p> <p>7 Reporter, and Certified Realtime Reporter, in and</p> <p>8 for the State of Wisconsin, do hereby certify that</p> <p>9 the foregoing proceedings were taken at said time</p> <p>10 and place and is a true and accurate transcript of</p> <p>11 my original machine shorthand notes.</p> <p>12 That the appearances were as noted</p> <p>13 initially.</p> <p>14 That said witness was first duly</p> <p>15 sworn/affirmed to testify the truth, the whole truth</p> <p>16 and nothing but the truth relative to said cause.</p> <p>17</p> <p>18 Dated at Green Bay, Wisconsin</p> <p>19 This 18th day of July, 2023.</p> <p>20</p> <p>21 </p> <p>22 CARRIE S. BOHRER, RPR, RMR, CRR</p> <p>23 Notary Public, State of Wisconsin</p> <p>24 My commission expires 10/30/24</p> <p>25</p>
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<p>1 with it in due course.</p> <p>2 MR. JOHNSON: There's no rule that</p> <p>3 says you cannot provide them.</p> <p>4 MR. HERMON: Sure, there is. You</p> <p>5 have to file a request.</p> <p>6 MR. JOHNSON: No, there's no rule that</p> <p>7 says that you cannot do informal discovery.</p> <p>8 MR. HERMON: Oh, sure. We can provide</p> <p>9 you whatever we wanted to. We're saying we're not</p> <p>10 going to --</p> <p>11 MR. JOHNSON: My point. So you're</p> <p>12 just saying that you refuse to do that?</p> <p>13 MR. HERMON: Right. We're not going</p> <p>14 to engage in formal discovery.</p> <p>15 Q So you're refusing on advice of counsel to engage</p> <p>16 in informal discovery and provide any further</p> <p>17 documents; is that correct?</p> <p>18 A Upon the advice of my counsel, yes.</p> <p>19 MR. JOHNSON: All right. Thank you.</p> <p>20 I am done with my questions. Do you have any?</p> <p>21 MR. HERMON: I don't have anything.</p> <p>22 We'll reserve our right to read and sign. Thank</p> <p>23 you.</p> <p>24 (Proceedings concluded at 1:59.)</p> <p>25</p>	<p>1 STATE OF _____)</p> <p>2)</p> <p>3 COUNTY OF _____)</p> <p>4</p> <p>5 I, JOSEPH S. DULAK, do hereby certify</p> <p>6 that the foregoing transcript was taken of me on</p> <p>7 July 11, 2023; that I have read the foregoing</p> <p>8 transcript; that corrections, if any, are itemized</p> <p>9 on a separate page attached hereto; that said</p> <p>10 transcript is now a true and correct transcript of</p> <p>11 my testimony.</p> <p>12 _____</p> <p>13 Date</p> <p>14 _____</p> <p>15 JOSEPH S. DULAK</p> <p>16 State of _____</p> <p>17 County of _____</p> <p>18</p> <p>19 This document was signed before me on</p> <p>20 _____ by _____.</p> <p>21 (Date) (Deponent)</p> <p>22</p> <p>23 Seal:</p> <p>24 _____</p> <p>25 (Notary's signature)</p> <p>_____</p> <p>(Expiration date)</p>

